

ENTERED

June 26, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DIAMOND SPORTS GROUP, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-90116 (CML)
)
) (Jointly Administered)
)
)**ORDER AUTHORIZING ASSUMPTION OF FUBO AGREEMENTS, AS AMENDED**
[Related to Docket No. 2125]

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the assumption of the Fubo Agreements and performance of all obligations thereunder, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/DSG>. The Debtors’ service address for purposes of these chapter 11 cases is: c/o Diamond Sports Group, LLC, 3003 Exposition Blvd., Santa Monica, CA 90404.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing, if any, before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Fubo Agreements, as amended by the Renewal Agreement, are hereby assumed in their entirety as of the date of this Order and the Debtors are authorized to perform all obligations thereunder.

2. The Debtors are authorized to pay any and all amounts payable to Fubo on the terms and conditions set forth in the Fubo Agreements, including, without limitation, any and all postpetition obligations.

3. The Debtors are authorized to recognize, enforce, and/or allow any offset or netting provisions set forth in the Fubo Agreements.

4. Notwithstanding Section 362 of the Bankruptcy Code, Fubo shall have the right to exercise any and all contractual rights and remedies in accordance with the Fubo Agreements. The automatic stay imposed by Section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement and effectuate the terms and provisions of the Fubo Agreements. All terms in the Fubo Agreements are effective and continue to apply without limitation.

5. Pursuant to Section 363 of the Bankruptcy Code, the Debtors are authorized to enter into any additional agreements contemplated by or in accordance with the Fubo Agreements and to execute, deliver, implement, and fully perform any and all obligations, instruments, and/or documents, and to take any other actions that may be reasonably necessary or appropriate, to implement the Fubo Agreements.

6. The assumption of the Fubo Agreements is without prejudice to the rights of Fubo to obtain payment of administrative expense claims required to cure any postpetition defaults in accordance with the terms of the Fubo Agreements, other than the “Released Matters” that are released under the Renewal Agreement.

7. The requirements of Bankruptcy Code section 365 and Bankruptcy Rule 6006 have been satisfied with respect to the Fubo Agreements.

8. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: June 26, 2024



Christopher Lopez
United States Bankruptcy Judge